- 1. Changes are underlined and explanations are in yellow highlights.
- 2. Revisions (strikethroughs) are clarifications of current contract language.
- 3. Adds are inclusion of entire sections and Articles that are new to the contract.
- 4. Pages in red refer to where the articles are located in our current 2014-2017 contract.

ABCFT TENTATIVE AGREEMENT

April 30, 2018

On April 30, 2018 the ABC Unified School District and the ABC Federation of Teachers, Local #2317 reached a tentative agreement regarding a successor master contract for July 1, 2017 through June 30, 2020.

A contract agreement is for three years. ABCFT has been bargaining for the last year on a new contract and it is common practice to bargain while under the extension of the past contract.

The following revisions to the July 1, 2014 - June 30, 2017 master contract were agreed to and will be reflected in the July 1, 2017 through June 30, 2020 master contract.

ARTICLE I: AGREEMENT page 1

This is a Contract made and entered into this 30th Day of April, 2018, between the ABC FEDERATION OF TEACHERS, LOCAL #2317, CALIFORNIA FEDERATION OF TEACHERS, AMERICAN FEDERATION OF TEACHERS/AFL-CIO (hereinafter referred to as "Union") and the ABC UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"). This Contract constitutes a bilateral and binding agreement and shall remain in full force and effect through June 30, 2020.

ARTICLE II: RECOGNITION page 1

The Appropriate Unit:

Revise

Children's Center Child Development Permit Teachers

This title change was changed and updated throughout the contract.

<u>Add</u>

Career Technical Education Teachers (CTE)

CTE teachers classification was added from a side letter when CTE members were added this year. ABCFT represents all CTE teachers who were formerly ROP teachers. You will see an entire Article dedicated to CTE teachers in the changes.

Management Employees

<u>Revise</u>

Supervisor-Child Development and Special Programs

<u>Add</u>

Director-Special Education Local Plan Area (SELPA)
District Social Worker
Financial Aid Coordinator – Adult School
Nutrition Specialist
Social and Behavioral Services Coordinator
Social Behavior Therapist
Supervisor-Facilities and Maintenance
Supervisor-Special Programs

ARTICLE III: DEFINITIONS page 5

<u>Add</u>

33. "Career Technical Education (CTE) Teacher" any person who holds a CTE certification.

ARTICLE IV: UNION RIGHTS page 6

<u>Revise</u>

J. The District will provide the Union with information within 30 days of an employee's hire date. Updated names, addresses, telephone numbers, and sites of unit members shall be provided to the Union by September 30, January 30, and June 30. at the end of each of the first three quarters. Mailing labels shall also be provided to the Union by June of each school year. The parties agree that the release of addresses and telephone numbers shall occur unless unit members provide written requests not to release this information.

There was CA legislation that broadened the access of the union to new employees and this language creates an agreed upon process.

L. The District shall provide an <u>intra district</u> telephone extension in the Union office. The Union's telephone numbers shall be included in the District telephone directory.

Add The language in this section is directly reflected in the ABCFT Membership form that teachers sign to be members in the Union.

- 6. Fair Share Organizational Security Arrangement page 8
 - f. Any employee who is paying dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before 1) the annual anniversary dates of the employee's authorization or 2) the date of termination of the applicable contract between the employer and the Union whichever occurs sooner. Either change to (1) or (2) submitted to the District by the 5th of the month will go into effect the following month. The District will honor the employee's check off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.
- The District shall provide the Union written notice of any new employee orientations in whatever forms they may take at least fifteen (15) business days prior to the event. Representatives of the Union shall be permitted to make a presentation of up to thirty minutes and present written materials to any employee participating in such orientation. The District shall include a membership authorization form approved by the Union, in all new hire packets. No representative of management shall be present unless agreed upon.

In any employee orientation or onboarding process that is not held in person, the Union should have access through whatever means available, to give a presentation of up to thirty minutes and to present written materials or other documents, in a manner approximating Union access to an in-person orientation. New employee orientations will be held three times annually or as needed.

This language ensures that ABCFT has access to new teachers so they have an opportunity to join the union and ABCFT is able to present information illustrating how joining the Union enhances their voice, protections and collective bargaining power.

A reasonable number of representatives of the Union shall have the right to receive reasonable periods of release time without loss of compensation to attend new employee orientation.

ARTICLE VII: SCHOOL CALENDARS page 11 Revise

A. 1. The number of duty days for <u>Children's Center Child Development Permit, CTE and TK-12</u> unit members for each year of this contract shall be 184 days unless otherwise negotiated through Reopeners.

B. <u>School Orientation/Preparation Days page 12</u> *Revise*

5. b. Develop a comprehensive plan for the use of the early start day and how teachers will be selected to participate. Provide preliminary plan to the District and Union for plan review and feedback to ensure that contractual, district, and state guidelines are met.

This language ensures that there still is oversight of the early start process so that both organizations are aware of the organizational plan and that it ensures equitable treatment of members.

Add

- 6. All secondary schedules modified beyond the standard six-period day must adhere to the following steps:
 - a. Inform District and Union of plan to explore a schedule beyond a standard sixth period day schedule.
 - b. Develop a comprehensive plan with teacher input.
 - c. Provide preliminary plan to District and Union for plan review and feedback to ensure that contractual, district, and state guidelines are met.
 - d. Hold a secret ballot election at the site prior to June 1, which will require a 75% vote of support of all eligible voters. All affected unit members are eligible to vote. *This is 75% because it is a modification of the contract.*
 - e. Secure a side letter between ABCFT and the District approving the contract modification if there is a vote for the alternate schedule.

The District retains the right to void the modified schedule under special circumstances.

<u>Elementary Reporting Times page 12</u> <u>Revise</u>

- 2. Parent Conferences
 - c. There will be no staff meetings <u>and/or professional learning</u> during the week of conferences as per the District master calendar.

Elementary teachers at some schools have been impacted by having to juggle DO professional development during their conferences. ABCFT wanted ensure that this week of conferences were sacred uninterrupted time for parent conferences. Please note that this protection is only for one week and those schools with extended parent conference windows will need to work with their administrators on this issue.

<u>Secondary Reporting Times page 13</u> *Revise*

F. Child Development replaces Children's Center

ARTICLE VIII: DUTY DAY page 14 Revise

B. Duty Day

4. Child Development replaces Children's Center

Add

Child Development Staff Meetings

In the previous contract, Child Development did not have staff meeting language so we wanted to make sure that past practices were put into the contract.

- **Extended Day Program:** Staff meetings for the Extended Day Program (EDP) contracted teachers will be held before or after the duty day. Staff meetings will not exceed 4 hours per month.
- **Infant Center and Preschool:** Staff meetings will be conducted as part of the duty day. Proper student to staff ratios will be maintained at all times (per Title 22).
- **Head Start:** Staff meetings for the Head Start Teachers will be held after student dismissal. Staff meetings will meet the Federal Head Start Program Performance Standards and grantee guidelines.
- C. Instructional Day page 15
 - 8. TK/Kindergarten minutes: For beginning of the year assessments, TK and Kindergarten will have no fewer than twenty (20) minimum days.

There was inconsistencies across the district regarding TK/K minimum days for beginning of the year assessments. Getting the language ensures a minimum of twenty days for all TK/K teachers not just what their principal negotiated or mandated.

ARTICLE IX: CLASS SIZE/CASE LOAD page 17

ReviseA. Staffing

High School:

(B) 6th Period:

Since we no longer start school based on Labor day, moving the 'Leveling Day' to an earlier date was important because we have added days to the window to level due to ABCUSD starting in August. This language subtracts 14 days from that deadline and we currently have the District's commitment to keep the starting date for school with students to begin the last full week of August.

Delete

(C) Freshman:

Freshman X .004 = _____

FTE + 6th period + freshman = total FTE

State mandated class size reduction has been discontinued so this language no longer applies.

<u>Class Maximums page 18</u> *Revise*

3.

b. When a bilingual combination class becomes necessary, every attempt will be made to maintain a lower maximum enrollment to ensure the lowest enrollment in those affected grade levels. The affected unit member(s) will be directly involved in the selection and/or placement of the students in such classes.

The new language is to clean up confusing language regarding bilingual classes.

- 4. The number of students assigned to any one class shall not exceed the number of student workstations that can be safely utilized <u>for quality instruction</u> as mutually determined by the unit member and site administrator.
 - 5. Special Education maximum caseload shall be as follows:

This new class size language for SDC TK-1st grades is a response to the TK students with special needs being placed in K-3 classes. Teaching five grade levels in primary grade levels made it difficult for teachers to meet the needs of their students.

6. Each class roll shall be reduced to its appropriate maximum by October 15. October 1.

Since we no longer start school based on Labor day, moving the 'Leveling Day' to an earlier date was important because we have added days to the window to level due to ABCUSD starting in August. This language subtracts 14 days from that deadline and we currently have the District's commitment to keep the starting date for school with students to begin the last full week of August.

<u>Add</u>

1.

a. If any transitional kindergarten class reaches enrollment of 25 students, a temporary paraeducator will be placed in the classroom for 3 hours a day, until enrollment is reduced to 24 or less.

This was language from a negotiated side letter as support for TK teachers if they had large class numbers. TK teachers work specifically with pre-kindergarten students.

C. Special Considerations page 19

<u>Revise</u>

2. Each special day class teacher shall be provided with at least six (6) hours of aide time. Each special education resource specialist shall be provided with at least three (3) hours of aide time. This commitment will be reduced if overall state funding for instructional aides is reduced.

This language was in because of categorical budget constraints prior to LCFF State funding model, it is now out of date.

4. Resource Specialists <u>and Secondary Special Day Teachers</u> shall provide 80 percent direct and 20 percent indirect services

Adding Secondary SDC teachers to the language reflected was was happening at most secondary sites and we wanted to make sure past practices are put in the contract language.

ARTICLE X: SALARIES page 20

<u>Revise</u>

- A. <u>Classification</u>: Unit members (including teachers, nurses, speech, language and hearing specialists, and librarians/media specialists) shall be assigned to a class on the Unit Members' Salary Schedule in accordance with the classification requirements defined herein below:
 - Class A Bachelor's degree and regular credential or Bachelor's degree and Designated Subjects Teaching credential in Vocational Subjects.
 - Class B Bachelor's degree and a regular credential or Bachelor's degree and Designated Subjects Teaching Credential in Vocational Subjects plus fifteen semester hours of upper division or graduate work, earned after receipt of the Bachelor's degree.

Class B was eliminated on the salary schedule to reduce the number of column and increase the ABC starting salary for new teachers. The classification for BA + 15 was eliminated. This used to be labeled Class B. Our current Class B is BA + 30.

- Class B Bachelor's degree and a regular credential or Bachelor's degree and Designated Subjects Teaching Credential in Vocational Subjects plus thirty semester hours of upper division or graduate work, earned after receipt of the Bachelor's degree.
- Class C Bachelor's degree and a regular credential or Bachelor's degree and Designated Subjects Teaching Credential in Vocational Subjects plus forty-five semester hours of upper division or graduate work, earned after receipt of the Bachelor's degree, or a Master's degree.
- Class D Bachelor's degree and a regular credential plus sixty semester hours of upper division or graduate work, earned after receipt of the Bachelor's degree, and a Master's degree.
- Class E Bachelor's degree and a regular credential plus seventy-five semester hours of upper division or graduate work earned after receipt of the Bachelor's degree, and a Master's degree.

D. <u>Career Increments page 21</u>

1. Unit members assigned to classes <u>C</u>, D, or <u>E</u> of the Unit Members' Salary Schedule will be entitled to Career Increments, as reflected in the salary schedule.

E. <u>Unit Verification (Initial Employment)</u>

1. Newly employed unit members shall present student copies of transcripts with the registrar's signature or photostatic electronic copies of official transcripts with the registrar's signature or grade reports/credit certificates with an official seal and registrar's signature to verify initial placement on the Unit Members' Salary Schedule.

Add

P. Additional Teaching Period Option: page 25

At the secondary level, any unit member who elects to teach an additional section in lieu of a duty free period, shall be compensated at the rate of \$50.00 per period.

This new language was needed to make the distinction between the TK-12 hourly rate and the secondary additional teaching period option.

<u>ARTICLE XI: HEALTH AND WELFARE BENEFITS pages 32-33</u> <u>Revise</u>

C. Level of Benefits:

<u>Unit Members Under Contract</u>	Adult School		CTE Secondary (Effective July 1, 2018)	
	<u>Work</u>	<u>Level of</u>	Work Level of	
Prorated to correspond with	<u>Schedule</u>	Benefits	Schedule Benefits	
percentage of contract (at	18-22 hrs.	50%	<u>4 sections 50%</u>	
least 50%)	23-26 hrs.	62-1/2%	plus prep period	
	27-31 hrs.	75%		
	32-35 hrs.	87-1/2%	<u>5 sections 100%</u>	
	Over 35 hrs.	100%	plus prep period	

I. The following are the Health and Welfare Benefits available to unit members during the 2017-18 school year.

The Health and Welfare Benefits are updated in the contract to reflect the current insurance policies negotiated by the ABC Health Committee which is made up of members from all employee work groups CTE teachers are now able to earn 100% benefits with a full time teaching schedule..

Hospital and Major Medical

<u>Health Insurance</u>	<u>Identification</u>
Blue Shield PPO	Employee, Two-Party, and Family
Blue Shield Access + HMO	Employee, Two-Party, and Family
Blue Shield Local Access + HMO	Employee, Two-Party, and Family
Blue Shield Trio ACO HMO	Employee, Two-Party, and Family
Kaiser Permanente HMO	Employee, Two-Party, and Family

^{*}Employees have the option to waive medical coverage with proof of other medical insurance.

Life Insurance

Unum \$50,000 Group Term Life

w/Accidental Death and

Dismemberment (Employee only)

Dental Insurance

Delta Dental Employee and Family MetLife Dental HMO Employee and Family

<u>Vision</u>

Medical Eye Services of California (District)

Employee and Family

ARTICLE XIII: TRANSFER page 39

Revise

F. <u>Assignments</u>

2. The District shall make every effort to **seek a volunteer and/**or rotate equitably the assignment of teachers to combination classes

Adding the language of seek a volunteer was an effort to allow teachers that want to have a combination class get priority choice by volunteering.

<u>a.</u> The combination class teacher will receive the equivalent of one additional planning day per trimester paid for by the District.

This was language from a negotiated side letter as support for combination class teachers. The intent of this combination class language is that it address the elementary level. Combination classes are an issue that we want to continue to hear from our members about so we can gather more data and bargain for even more supports in the future.

ARTICLE XV: EVALUATION PROCEDURES page 43 Revise

A. <u>Frequency of Evaluation</u>: Probationary unit members shall be evaluated at least once each year. Permanent unit members shall be evaluated at least once every two years. The two year evaluation cycle for permanent unit members may be extended by one additional year for Those unit members who have been employed by the District at least ten years, are Highly Qualified as defined in 20 U.S.C. Section 7801, and whose previous evaluation was satisfactory shall be evaluated at least once every three years. Both the unit member and the evaluator must consent to this schedule.

At the discretion of the administrator, this allows the frequency of evaluations to be extended for teachers with ten or more years in the district The intent here is to make the language more clear and hopefully encourage more three year evaluation cycles for members who meet the stated criteria.

D. <u>Setting Objectives of Performance</u>

2. At least One or two elements from each of the CSTPs listed on the Certificated Employee Evaluation Report Form below shall be checked during the initial conference and be the focus of the evaluation for the school year:

ABCFT investigated and found that some principals were marking one element while others were marking up to five elements. This language sharpens the focus of the evaluation so that teachers are not going crazy trying to address every element and so administrators cannot play "gotcha" with so many elements in play.

- a. Engaging and supporting all students in learning.
- b. Creating and maintaining effective environment for student learning.
- c. Understanding and organizing subject matter for student learning.
- d. Planning instruction and designing learning experiences for all students.
- e. Assessing student learning.
- f. Developing as a professional educator.

ARTICLE XVIII: ADULT EDUCATION pages 53-54

<u>Add</u>

Addendum F was added as M. Class Meeting Procedures

<u>Revise</u>

P. O. Salary

1. Adult Education unit members shall be compensated according to the following schedule:

Step 1	\$ 43.07 <u>\$45.73</u>
Step 2	43.87 \$46.58
Step 3 (3-4 years)	44.28 <u>\$47.01</u>
Step 4 (5-6 years)	44.83 <u>\$47.60</u>
Step 5 (7-8 years)	45.35 <u>\$48.15</u>
Step 6 (9-10 years)	45.98 <u>\$48.82</u>
Step 7 (11-12 years)	46.40 <u>\$49.27</u>
Step 8 (13-19 years)	46.84 <u>\$49.73</u>
Step 9 (20+years)	47.41 <u>\$50.34</u>

Hourly changes reflect the salary increase for 2017-18. The strikethrough numbers reflect the Master Contract salary from 2014.

Longevity Stipend (20-24 years) \$500.00 annually Longevity Stipend (25+ years) \$1,000.00 annually

Longevity stipends are an enhancement for longstanding teachers who are maxed out at Step 9.

Add

ARTICLE XIX: Career Technical Education (CTE) Secondary page 54

CTE teachers (formerly R.O.P.) became a part of the ABCFT membership in 2017-2018. this article was created to address their specific concerns to this group. They now have their own salary schedule and are eligible for full health benefits. Under R.O.P. they were hourly and only had single coverage health plans.

A. Unit members employed in the Career Technical Education (CTE) Program for Secondary shall be covered by the Articles of this Contract unless exempted in this Article.

B. **Definitions**

CTE unit member shall be defined as a member who holds a CTE certification and is contracted to teach CTE courses only.

C. <u>Posting of Career Technical Education Vacancies</u>

The District will post Career Technical Education (CTE) vacancies in the same manner in which regular school vacancies are posted.

D. **Notification of Assignment**

All Career Education unit members shall be given notice by their immediate supervisors of tentative class assignments for the next ensuing fall semester prior to the close of the preceding spring semester. Notification of changes in class assignments for the spring semester will be given two (2) weeks prior to end of the fall semester. All CTE unit members will be given notification of reduction and/or elimination of hours no less than one (1) week before such a change takes place, whenever administratively practicable.

E. Sick Leaves

See Article XX: Leaves of Absence

F. **Calendar**

See Article VII: School Calendars

G. **Experience Credit**

Career Technical Education unit members who serve seventy-five (75) percent or three out of four quarters of the total sections of their assignment in CTE in a given school year shall be given a year of experience credit on the unit members' salary schedule.

H. **Evaluation**

See Article XV: Evaluation Procedures

I. Health and Welfare Benefits

See Article XI: Health and Welfare Benefits

J. Duty Day

See Article VIII: Duty Day

K. **Salary**

1. Career Technical Education Secondary unit members shall be compensated according to the following schedule:

2018-2019 (Effective July 1, 2018)

Step 1		\$53,823
Step 2		\$54,827
Step 3	(3-4 years)	\$55,334
Step 4	(5-6 years)	\$56,027
Step 5	(7-8 years)	\$56,673
Step 6	(9-10 years)	\$57,469
Step 7	(11-12 years)	\$58,000
Step 8	(13-19 years)	\$58,531
Step 9	(20+ years)	\$59,258

This salary schedule was changed from hourly pay to 11 month pay.

A salary schedule and a change to their benefits eligibility thresholds were listed as priorities by the CTE teachers who communicated their needs to the negotiating team. This schedule allows CTE teachers to be compensated for attending staff meetings, adjunct duties, etc. as opposed to being paid hourly.

Annual \$500.00 stipend for all Career Technical Education unit members who hold a Masters Degree and teach no less than five (5) sections.

- 2. CTE unit members employed during the winter break, spring break, or summer intersession will be entitled to compensation at the same District hourly rate.
- 3. CTE unit members shall be entitled to one step advancement per year for each year of continuous service. The year of service must be equivalent to 75 percent of the weeks of the adopted TK-12 calendar for the regular school year.

L. <u>Paid Preparation Period</u>

CTE unit members who are assigned 4 or more sections shall receive a paid prep period.

M. **Retirement**

- 1. CTE unit members will have the same retirement benefits as the elementary and secondary teachers in the District.
- 2. The District agrees that CTE unit members will be eligible to receive the benefits as outlined in Board Policy 4117.1(B), Early Retirement Incentive Program.

ARTICLE XX: LEAVES OF ABSENCE

(updated language to reflect current practice/programs)

Revise

E. Request Procedure for Paid Leaves of Absence pages 56-57

Subfinder replaced with District absence management system throughout article.

- 2. Unit members, excluding Adult School, who do not know that they will need to be absent until after 4:30 P.M. of the day preceding their absence shall notify the District Human Resources Office by calling using the District's Subfinder System absence management system at least one and one half (1 1/2) hours prior to the scheduled reporting time for the day of the emergency absence.
- 3. The unit member shall phone <u>call</u> the <u>Subfinder District's absence management system</u> to report an absence or use the <u>WebConnect online absence management system</u> and give the following information:
 - c. Inform Subfinder the <u>District's absence management system</u> of one of the following:
 - 1. Find any substitute available;
 - Do not provide substitute;
 - 3. Call the substitute requested; or
 - 4. Confirm substitute has been prearranged scheduled

Add

Parental Leave - Leave of Absence (With Pay) page 66

This language was added because it was legislative language passed at the State level. ABCFT worked with CFT in Sacramento to lobby for this language for members who are parents.

A. **Definition**

Parental Leave shall be defined as leave for reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care, within the first year after birth or placement.

B. **Length of Leave**

Unit members shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period, and if it overlaps with a new fiscal year, only the remainder may be used.

C. <u>Compensation</u>

Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.

When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he or she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Such 50% pay shall be paid as set forth in Article XX of this Agreement but shall not count against the leave entitlement set forth in that Article.

D. **Eligibility**

In order to use 50% pay, the unit member must be eligible for leave under the California Family Rights Acts as set forth in Article XX of this Agreement, except that he or she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

E. Steps to be Followed in Requesting Parental Leave

- 1. Unit members shall give at least thirty (30) calendar days' notice of the need for parental leave.
- 2. Parental Leave shall be taken in increments of no less than two (2) weeks duration, except on two (2) occasions it may be taken for shorter periods, but it will count as one full week.

ARTICLE XXIV: MISCELLANEOUS pages 78-79 Revise

E. Unit members shall be given an opportunity to provide input regarding site budget allocations at a voluntary staff meeting scheduled by the site or program administrator in May of each school year. <u>Unit members shall have the opportunity to participate in the LCAP process throughout the year.</u>

The LCAP process is an opportunity for teachers to have voice in their schools and in their District budget. Furthermore, participation in the LCAP gives teachers an opportunity to have input into the direction and priorities of their school site or District.

A monthly printed budget master and a chart of accounts <u>including LCAP priority</u> <u>updates</u> shall be made available to unit members upon request.

F. Procedures for Summer School Hiring Including Child Development Programs

1. Applications will be available to teachers during the month of March February.

2. Teachers will hand <u>or electronically</u> deliver completed applications by the 15th day of <u>April March</u> to Human Resources. The District will date stamp the application for verification.

revised to reflect actual practice

G. <u>Independent Study/Alternative Education Hourly_pages 82-83</u>

12. **Salary**

a. Independent Study/Alternative Education Hourly unit members shall be compensated according to the following schedule:

Step 1	\$ 43.07 <u>\$45.73</u>
Step 2	43.87 <u>\$46.58</u>
Step 3 (3-4 years)	44.28 <u>\$</u>47.01
Step 4 (5-6 years)	44.83 <u>\$47.60</u>
Step 5 (7-8 years)	45.35 <u>\$</u>48.15
Step 6 (9-10 years)	45.98 <u>\$48.82</u>
Step 7 (11-12 years)	46.40 <u>\$49.27</u>
Step 8 (13-19 years)	46.84 <u>\$49.73</u>
Step 9 (20+years)	47.41 <u>\$50.34</u>

Hourly changes reflect the salary increase for 2017-18. The strikethrough numbers reflect the Master Contract salary from 2014.

H. <u>Technology Development Process page 83</u>

Addendum E will be incorporated into Article XXIV: MISCELLANEOUS

<u>Add</u>

Addendum D will be incorporated into Article XXIV: MISCELLANEOUS with the following revisions pages 104-105

I. <u>Full Inclusion Guidelines</u>

Revision of language to reflect practice.

- 2. If the IEP team makes the placement decision for full inclusion, then the following shall occur:
 - h. A transition plan shall be developed for fully included students <u>a student</u> <u>placed in full inclusion</u> as they move up through grades with their chronological-age peers.

3. Procedures

- a. Receiving teachers will have the opportunity to attend training related to providing services to the inclusion student placed in full inclusion.
- b. The District will solicit volunteers from school sites to form a pool of teachers trained to work with inclusion students a student placed in full inclusion.
- c. When placing an inclusion student a student in full inclusion, volunteers will be solicited from the pool of staff whenever possible. If a placement with a teacher in the inclusion pool is not possible, volunteers from the school site staff will be solicited prior to assigning the student to a teacher. The principal shall make every effort to rotate equitably the placement of inclusion students.
- d. The <u>IEP team, including</u> receiving teacher, the District, and the principal shall mutually determine if extra assistance is required by the receiving

teacher for the school year.

- e. The receiving teacher will not be required to perform any duties that are not normally performed by a general education teacher.
- f. The receiving teacher will make every effort to attend meetings regarding the <u>student placed in full inclusion</u> inclusion student. An attempt will be made to schedule meetings at a time that is mutually convenient for the members of the team.
- g. <u>Inclusion students A student placed in full inclusion</u> will not be placed in combo classes unless agreed to by the receiving teacher.
- h. <u>Students placed in full inclusion who are</u> disruptive inclusion students follow the same rules and process as other students or as specifically modified in the IEP.

Definitions:

IEP Team: The team that designs the individualized education plan, comprised of the student (when appropriate), his or her parents or legal guardians, a couple of his or her peers (when appropriate), the assigned certificated special education teacher, the general education teacher(s) involved, the principal or site administrator and/or a special education administrator, such as a program manager; and any related service providers involved (such as a speech/language therapist, or a physical therapist).

ARTICLE XXVII: TERM

A.	This Contract shall remain in full fo June 30, 2017 <u>2020</u> .	orce and effect from July 1, 20 °	14
Gina Assi	THE DISTRICT a Zietlow, Ed.D. stant Superintendent Unified School District	DATE:	_
Rub	THE UNION en Mancillas, Chief Negotiator Federation of Teachers	DATE:	-

ARTICLE XXVII: RATIFICATION

This Contract is approved and ratified by the Board of Education, ABC Unified School District and the officers and members of the ABC Federation of Teachers, Local #2317, California Federation of Teachers, American Federation of Teachers/AFLCIO on this 6th day of June, 2018.

Dr. Mary Sieu, Superintendent ABC Unified School District	Ruben Mancillas, Chief Negotiator ABC Federation of Teachers Negotiating Team
Dr. Gina Zietlow, Chief Negotiator ABC Unified School District	Ray Gaer, President ABC Federation of Teachers Negotiating Team
Soo Yoo, President Board of Education ABC Unified School District	Leonore Bello ABC Federation of Teachers Negotiating Team
Leticia Mendoza, Vice President Board of Education ABC Unified School District	Tanya Golden ABC Federation of Teachers Negotiating Team
Dr. Olga Rios, Clerk Board of Education ABC Unified School District	Karen Hogan ABC Federation of Teachers Negotiating Team
Chris Apodaca, Member Board of Education ABC Unified School District	Dana Lindsay ABC Federation of Teachers Negotiating Team
Maynard Law, Member Board of Education ABC Unified School District	Arlene Riddick ABC Federation of Teachers Negotiating Team
Ernie Nishii, Member Board of Education ABC Unified School District	Jill Yasutake ABC Federation of Teachers Negotiating Team
Sophia Tse, Member Board of Education ABC Unified School District	-